MUNICIPAL CORPORATIONS—ASSAULT BY POLICEMAN.—The wrongful arrest of a person who has committed no offense and a brutal assault upon him, though made by a policeman who is notoriously incompetent and who has been retained by the city authorities with knowledge of his incompetency, was held, in *McIlhenny* v. *Wilmington* (N. C.), 50 L. R. A. 470, insufficient to render the city liable either for the tort of the policeman or for the negligence of the city officials, where there is no statute imposing such liability.

The ruling in *Shields* v. *Durham* (N. C.), 24 S. E. 794, appears opposed to the principal case, and was criticized in 3 Va. Law Reg. 534. But as appears from the later case, the principle applied in *Shields* v. *Durham* is statutory in North Carolina.

BANKRUPTCY—EFFECT OF DISCHARGE ON JUDGMENT FOR ALIMONY.—In July, 1898, plaintiff obtained a decree against her husband for divorce and alimony. In November, 1898, defendant filed a petition in bankruptcy, and in February, 1900, was adjudged a bankrupt, obtaining his discharge in June, 1900. The claim for alimony asserted by the plaintiff included arrears due at the date of the filing of the petition in bankruptcy, and other arrears since accrued. *Held*, That the claim for alimony, whether accrued before or after the date of the adjudication, is discharged by the proceedings in bankruptcy. *Fite* v. *Fite* (Ky.), 61 S. W. 26.

A different view as to arrears of alimony accrued subsequent to the adjudication, is maintained by some authorities, and the argument in support of that view is strongly presented in an article by W. G. Mathews, of the Charleston (W. Va.) bar, in 5 Va. Law Reg. 365.

PEDDLERS—LICENSE TAX—INTERSTATE COMMERCE.—Employees of a non-resident manufacturer of buggies travelled through the State peddling the vehicles—selling and delivering at the same time, and without having paid the State license tax exacted of peddlers. On indictment of one of such salesmen for peddling without license, it was *Held*, That such sales constituted interstate commerce, and defendant was not liable to such license tax. *Kirkpatrick* v. *State* (Tex. Crim. App.), 60 S. W. 762.

The court relies upon the "drummer" and similar cases (*Asher* v. *Texas*, 128 U. S. 129), and overlooks the distinction between a drummer, or solicitor, and a peddler. The distinction is pointed out in *Emert* v. *Missouri*, 156 U. S. 296, where it is distinctly held, in an elaborate opinion by Mr. Justice Gray, that a license tax may be exacted of a peddler, though he be engaged solely in selling goods on behalf of a non-resident manufacturer.

STATUTE OF LIMITATIONS—WRITTEN CONTRACTS—ACTION BY DRAWEE AGAINST DRAWER OF BILL.—In 1893, plaintiffs paid a draft drawn on them by defendants, and in 1897 sued to recover the amount thus advanced. The statutory limitation on written contracts was four years, and on oral contracts two years. *Held*, That the action was not on the draft itself but on the implied promise of the drawer to repay the sum advanced, and hence barred in two years—*Dwight* v. *Mathews* (Tex.), 60 S. W. 805.

The decision is clearly right. The acceptor is the primary debtor, and payment